

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Lanny J. Davis & Associates PLLC	2. Registration Number 7010
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3. Primary Address of Registrant 1120 20th St NW, Ste. 700N, Washington, DC 20036
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4. Name of Foreign Principal Khalifa Haftar	5. Address of Foreign Principal Alrajma Camp Benghazi LIBYA
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6. Country/Region Represented LIBYA
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7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) \_\_\_\_\_

☒ Individual-State nationality LIBYA

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Field Marshal Khalifa Haftar is a prominent public figure in Libya who is promoting peace and stability in that country.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/03/2021Lanny J. Davis/s/Lanny J. Davis

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

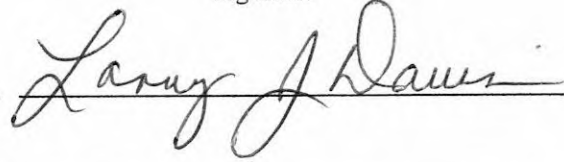
Date

Printed Name

Signature

9/3/21

Lanny J. Davis





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Lanny J. Davis &amp; Associates PLLC

**2. Registration Number**

7010

**3. Name of Foreign Principal**

Khalifa Haftar

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/25/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached agreement. The registrant will assist in the planning and execution of a visit to Washington, D.C., by the foreign principal; introduce the foreign principal to influential policymakers and opinion leaders in the Executive Branch, Congress, think tanks, and NGOs for the purposes of 1) advocating for U.S. support for the December 24, 2021 elections in Libya and 2) advocating for additional U.S. political, diplomatic, and economic support to the extent possible to enhance the future of a unified Libya under a democratic system of government governed by the rule of law.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will assist in the planning and execution of a visit to Washington, D.C., by the foreign principal; introduce the foreign principal to influential policymakers and opinion leaders in the Executive Branch, Congress, think tanks, and NGOs for the purposes of 1) advocating for U.S. support for the December 24, 2021 elections in Libya and 2) advocating for additional U.S. political, diplomatic, and economic support to the extent possible to enhance the future of a unified Libya under a democratic system of government governed by the rule of law.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Anticipated activities on behalf of the foreign principal will include lobbying; the planning and execution of a visit to Washington, DC by the foreign principal; introducing the foreign principal to influential policymakers and opinion leaders in the Executive branch, Congress, think tanks, and NGOs; and preparing background material for use in making those introductions.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
08/30/2021	Rawlings International Advisory Group (pass through payment from foreign principal)	Advance payment of fees	\$ 40,000.00

\$ 40,000.00

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/03/2021Lanny J. Davis/s/Lanny J. Davis



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

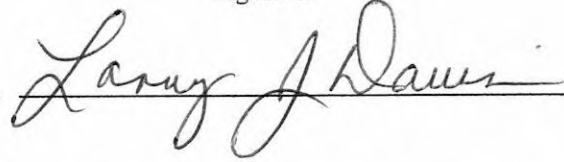
Date

Printed Name

Signature

9/3/21

Lanny J. Davis





August 24, 2021

PRIVATE AND CONFIDENTIAL

Field Marshal Khalifa Haftar  
State of Libya

Attention: Mr. Belkasem Khalifa Belkasem Omar, Advisor

Subject: Engagement Agreement

Dear Field Marshal Haftar:

The firms of Lanny J. Davis & Associates ("Davis") and The Livingston Group ("Livingston") ("the Davis-Livingston Team") respectfully thank you for your consideration of the following terms of engagement.

**Terms of Engagement:**

Field Marshal Khalifa Haftar (hereafter, "the Client") affirms by the signature of his advisor acceptance of the terms of engagement outlined by the Davis-Livingston Team. By this signature the Client also affirms that the engagement agreement and associated fees are duly authorized and lawful in accordance with Libyan and US statutes.

**Effective Date of Agreement**

- A. The engagement will commence upon receipt by wire transfer of the fees as outlined in this agreement under "Fee Structure."
- B. This date will be reflected in our registration with the US Department of Justice under the Foreign Agents Registration Act (FARA).
- C. This date initiates our engagement for Phase I, "High Level Visit to Washington, DC" which will be followed immediately by Phase II, "Ongoing Representation" upon agreement of both parties.

**Phase I – High Level Visit to Washington, DC**

- A. Phase I of the engagement agreement will extend over a period of six (6) months. The mission of the Davis-Livingston Team is to prepare and support a high level visit by the Client.

- B. The purpose of the visit is to introduce the Client to US officials in the US Government and to advocate for the December 24, 2021 elections in Libya.
- C. The Davis-Livingston Team will use best efforts to arrange meetings for the Client with (1) senior officials in the Biden Administration, including in the White House and the US Departments of Defense and State; (2) key members of the US Congress, including among the House and Senate leadership and the Committees on Foreign Affairs/Relations, Defense, and Appropriations; and (3) select policy and opinion-makers within key US think tanks and institutes, such as the Center for American Progress and the US Institute of Peace. All meetings will be arranged with consideration of diplomatic protocol. The Team will also provide a combination of policy and legal services to in support of the engagement.
- D. The objective is for the meetings to take place during a period of three days in or around the Washington, DC metropolitan area. The Davis-Livingston Team will advise on the specific US officials to be met, dates and times, and duration of all meetings.
- E. Estimated out-of-pocket expenses to support the Client's visit will be invoiced and paid by the Client during the Client's visit to Washington, DC. These necessary expenses may include but not be limited to hotel, ground transportation, and briefing books prepared by the Davis-Livingston Team.
- F. In support of the visit, the Davis-Livingston team will draft a background paper and talking points to be pre-approved and used by the Client and the Team in advance and during the high level visit. The background paper will include facts on the Client and the elections process in Libya. It will also list reasons why the US Government (USG) should provide additional political, diplomatic, and economic support to the extent possible to enhance the future of a unified Libya under a democratic system of government governed by the rule of law.

#### **Phase II – Ongoing Representation**

- A. Phase II of the engagement agreement will commence under an annual contract. The mission of the Davis-Livingston Team will be to support the continued enhancement of the US-Libya relationship.
- B. Prior to the conclusion of Phase I, the Client will meet with the Davis-Livingston Team to agree on the requisite terms, fees, and conditions for extending the engagement agreement under an annual contract.



A handwritten signature in blue ink, consisting of a stylized 'M' followed by a large, loopy flourish, is written over a horizontal line.



### **Representation Team**

- A. The Davis-Livingston Team will be directed by Lanny J. Davis, founder and sole-owner of Lanny J. Davis & Associates and by former Congressman Robert "Bob" L. Livingston, Founding Partner of The Livingston Group. See enclosed firm and personal bios for background.
- B. Messrs. Davis and Livingston will actively provide strategic and technical government relations counsel and outreach with support from senior members of their firms, including J. Allen Martin, Managing Partner and Cathryn Kingsbury, International Practice Area Director of The Livingston Group. The team will also include Michael D. Laba, Managing Director of Rawlings International Advisory Group who will serve as a liaison with Client representatives and Samuel Omwenga who, along with Mr. Laba, will provide support for the high level visit and ongoing representation.

### **Fee Structure**

- A. For Phase I, the Client agrees to pay the Davis-Livingston Team a fee of \$160,000 USD per month for a period of six (6) months.
- B. Advance payment by wire transfer of \$160,000 USD for the first month of the engagement period is requested upon signing of the engagement agreement. Wiring instructions will be provided upon signing of this agreement.
- C. This engagement agreement shall only become effective upon receipt of wire transfer of the first month payment. Upon receipt, the Davis-Livingston team will register with the US Department of Justice under FARA.
- D. Estimated out-of-pocket expenses to support the engagement under Phase I will be invoiced and paid by the Client. As detailed under Phase I, "High Level Visit to Washington, DC", these necessary expenses may include but not be limited to hotel, ground transportation, and briefing books prepared by the Davis-Livingston Team. Estimated out-of-pocket expenses may also include travel expenses for members of the Davis-Livingston Team to meet with the Client and Client representatives in advance of and/or following the high level visit to Washington, DC. These expenses are separate from the representation fees detailed above.

### **Additional Terms and Conditions**

- A. Upon signing of the engagement agreement, we kindly request certification of the source of funds for the monthly retainer for the six (6) month contract. See enclosed certification form.



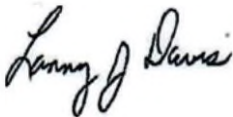
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- B. Enclosed are additional terms and conditions of Lanny J. Davis & Associates that are applicable to Davis' retention by the Client for the provision of legal services and other advice in support of the legal services.
- C. Upon agreement of the Client, media services will be provided by Lanny J. Davis & Associates for an additional fee. The Davis-Livingston Team will recommend media services, as needed, if it will enhance the representation effort and advance the Client's mission in Washington, DC.

The Davis-Livingston Team is available to you to discuss any questions you may have regarding this agreement. Upon approval of the engagement agreement, please return a signed copy.

Thank you for this opportunity to provide government relations representation and counsel in support of your objectives in Washington, DC. We look forward to working with you and your representatives.

Sincerely,



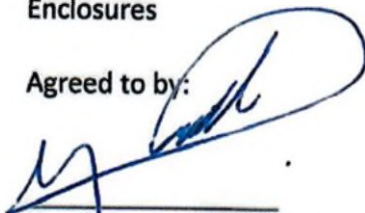
Lanny J. Davis  
Lanny J. Davis & Associates



Robert L. Livingston  
The Livingston Group

Enclosures

Agreed to by:



Mr. Belkasem Khalifa Belkasem Omar  
Advisor to Field Marshal Khalifa Haftar

24/08/2021  
(Date)



### **Additional Terms and Conditions**

Additional Terms and Conditions pursuant to engagement agreement for legal services with Lanny J. Davis & Associates (LJDA), Washington DC.

Fees for a monthly period shall be deemed fully earned upon the first day of such monthly period. Attorneys who receive payments in advance of earning their fees are required to place the payments in trust accounts for their clients' benefits until the fees have been earned. Because you agree that LJDA shall have earned its fee on the first day of a monthly period, you understand that your fees shall be paid directly into LJDA's operating account and not into any trust account unless you pay for a monthly period before that period begins. If at any time you wish to pay fees for a monthly period in advance of the first day of such period, please let us know and we will provide you the wiring instructions for our client trust account so that we may keep such advance payment in such account until the first day of the applicable monthly period.

Notwithstanding that fees shall be deemed earned upon the first day of the applicable monthly period, LJDA shall be obligated to perform the services retained hereunder and, if LJDA does not perform such services, the Client shall be entitled to a refund of the fees paid for the period in which LJDA did not perform such services.

In addition to the fees, LJDA charges for travel expenses and authorized costs and disbursements that LJDA incurs in connection with rendering its services. Expenses and disbursements incurred will be billed in monthly statements that are payable upon receipt. Notwithstanding the foregoing, unless special arrangements are made, fees and expenses of third parties may be billed directly to the Client.

The Client shall pay the fees and expenses by wire in accordance with the wiring instructions set forth on Exhibit A of this letter.

Since LJDA the law firm will be acting at your direction as attorneys, you agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions arising out of the work performed as authorized by the Client, including (without limitation) claims, actions, or subpoenas or document or testimonial requests for libel, slander, defamation, invasion of rights of privacy, or litigation-related discovery arising out of our work on the Matter where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions where we have acted contrary to your instructions or otherwise have acted with gross negligence. The indemnification obligation includes your commitment to pay promptly all legal fees incurred by LJDA or any of its partners, employees, or affiliates arising from such subpoenas, legal claims, or actions.

LJDA's agreement to represent the Client is conditioned upon the understanding and Client's agreement that LJDA is free to represent any entities or individuals, and to take positions



adverse to the Client, in any matters that do not involve the same factual and legal issues as matters for which the Client has retained us and that do not involve any confidential information we obtained from the Client. The Client understands that, while LJDA may obtain confidential information from other clients that may be of interest to the Client, LJDA cannot share such information with the Client.

You agree that all disputes under this agreement (including, without limitation, the indemnification provisions) shall be determined by an expedited, binding arbitration under the rules of the American Arbitration Association, with such arbitration to occur in Washington, DC and with all awards of the arbitrator to be enforceable in the US District Court for the District of Columbia. Any disputes under this agreement shall be governed by the laws of the District of Columbia.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a large, loopy 'D' and a small dot.





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### **Certification**

I certify that the source of funds to pay for the contract with the Davis-Livingston Team is not from any foreign government and is entirely from lawful sources at my disposal to contract with the Davis-Livingston Team and collaborating entities to provide lobbying services in the United States.

Upon certification, please return a signed copy.

Agreed to by:

Mr. Belkasem Khalifa Belkasem Omar  
Advisor to Field Marshal Khalifa Haftar

24/08/2021  
(Date)



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## **The Davis-Livingston Team**

### **Lanny J. Davis & Associates**

Lanny J. Davis & Associates is a boutique law firm based in Washington, DC. Lanny J. Davis is a lawyer, crisis manager, consultant, author, and television commentator who counsels individuals, corporations, and others under scrutiny on crisis management and legal issues with developing legal, media and governmental strategies that are designed to best produce successful results for his clients. His former clients have included CEOs, world leaders, and both national and international companies. For corporate clients, Mr. Davis helps them find a negotiated settlement that will benefit all parties involved.

### **The Livingston Group**

The Livingston Group (TLG) is a major lobbying firm in Washington, DC that was founded in 1999 by Representative Robert L. "Bob" Livingston (R-LA), his former Chief of Staff J. Allen Martin and Legislative Director Paul Cambon. The firm was created with the vision of instituting an innovative model for comprehensive government relations and advocacy services in Washington, DC, the United States, and the world.

Since its inception, TLG has built a record of integrity and success for clients, making it one of the most respected and reliable government relations firms in the nation. With a location just a short stroll from the US Capitol, TLG represents domestic and foreign clients including non-profit institutions, international corporations, foreign governments, and municipalities.



**LANNY J. DAVIS**

**Founder and Sole-Owner**

**Lanny J. Davis & Associates**

Although a Democrat, Lanny J. Davis has friends on both sides of the aisle. During the Clinton administration, Mr. Davis served as special counsel to President Bill Clinton and was a spokesperson for the President and the White House on matters concerning campaign finance investigations and other legal issues. In 2005 President George W. Bush appointed Mr. Davis to serve on the five-member Privacy and Civil Liberties Oversight Board, created by the U.S. Congress as part of the 2005 Intelligence Reform Act. In that capacity, he received the highest level security clearances so that he could be fully briefed and “read in” to the various anti-terrorist surveillance and financial tracking programs at the highest classified level.

Before his tenure as special counsel to President Clinton, Mr. Davis was a commercial, antitrust, government contracts and False Claims Act litigator (both in defense as well as plaintiff). He has argued numerous appellate cases in the U.S. courts of appeals.

Mr. Davis has participated in national, state and local politics for almost 30 years. He has served three terms (1980 to 1992) on the Democratic National Committee representing the state of Maryland, and during that period he served on the DNC Executive Committee and as chairman of the Eastern Region Caucus. In Montgomery County, Maryland, he served as chairman of the Washington Suburban Transit Commission.

Mr. Davis has authored several books and lectured throughout the United States and Europe on various political issues. Two of these books, [Scandal: How “Gotcha” Politics Is Destroying America], and [Truth To Tell: Tell It Early, Tell It All, Tell It Yourself: Notes from My White House Education], are featured on this website. Between 1990 and 1996, he was a bimonthly commentator on Maryland politics for WAMU-88.5/FM, a Washington, D.C. local affiliate of National Public Radio. He has been a regular television commentator and has been a political and legal analyst for MSNBC, CNN, CNBC and network TV news programs and has published numerous op-ed/analysis pieces in the New York Times, the Wall Street Journal, the Washington Post and other national publications. He is currently a contributor to Fox News.



Mr. Davis graduated from Yale Law School, where he won the prestigious Thurman Arnold Moot Court prize and served on the Yale Law Journal. A graduate of Yale University for his undergraduate studies as well, he served as chairman of the Yale Daily News. Mr. Davis is admitted to practice in the District of Columbia and Connecticut and before the Supreme Court of the United States and the U.S. Court of Appeals for the District of Columbia Circuit.



**Robert L. Livingston**  
**Founding Partner**  
**The Livingston Group**

A distinguished former Republican Member of Congress from Louisiana, Robert L. Livingston is a Founding Partner of The Livingston Group.

Congressman Livingston was elected to the US House of Representatives in a special election in 1977 and was re-elected to 11 successive two-year terms. Throughout most of his two-decade tenure in Congress, he served as a member of the Appropriations Committee, and for the maximum period of six years, he served on the Permanent Select Committee on Intelligence. From 1995 through 1998, as the Chairman of the Appropriations Committee, he shepherded 13 appropriations bills through the legislative process. At the start of the 105th Congress in 1997, Mr. Livingston chaired the bipartisan ethics reform task force, where he was responsible for reshaping the House ethics rules. He was chosen by his peers to serve as Speaker-designate for the 106th Congress. Mr. Livingston established The Livingston Group in 1999.

Prior to serving in Congress, Mr. Livingston practiced law in both public and private fields. As Assistant United States Attorney from 1970-1973, he served as Deputy Chief of the Criminal Division of the US Attorney's Office in New Orleans. He was honored as an outstanding Assistant US Attorney shortly before his departure from the position. His experience also includes serving as Chief Special Prosecutor and Chief of the Armed Robbery Division of the New Orleans Parish District Attorney's Office (1974-1975), and Chief Prosecutor for the Organized Crime Unit of the Louisiana Attorney General's Office (1975-1976).

Mr. Livingston earned both a Bachelor of Arts and Juris Doctorate degrees from Tulane University, and is a graduate of the Loyola University Institute of Politics. In 1981, he received an honorary doctorate from Our Lady of Holy Cross College in New Orleans, and in 1990, an honorary Order of the Coif from the Tulane Law School. He served on active duty with the US Navy from 1961-1963, and received an honorable discharge from the US Navy Reserve in 1967.

Mr. Livingston is active in the community and has served as a member of various boards of advisors and directors for numerous organizations and efforts. His recently published memoir, *The Windmill Chaser*, is receiving enthusiastic acclaim.